

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Recognition of Visitors/Communications from the Public
4. Reports
 - 4.1. Student Body President Report
 - 4.2. AD Report
 - 4.3. Principals Reports
 - 4.3.1. Elementary Report
 - 4.3.2. MS/HS Report
 - 4.4. Superintendent's Report
5. Action Items
 - 5.1. Consent Agenda
 - 5.1.1. Approval of the Previous Meeting's Minutes
 - 5.1.2. Treasurer's Report
 - 5.1.3. Payment of general fund claims in the amount of \$394,037.61
 - 5.2. Consider, discuss and take all necessary action on
 - 5.2.1. Discuss the LB 140 and what that could mean for Osceola Public Schools as it pertains to the use of electronic communication devices in school.
 - 5.2.2. Consider, discuss, and take all necessary action on approving the hiring of 1 new FTE for starting an STS program at Osceola Public Schools.
 - 5.2.3. Consider, discuss and take all necessary action on Garrett/Callahan Boiler treatment contract for 2025-2026 school year
 - 5.2.4. Consider, discuss and take all necessary action on ESU 7 Services contract for 2025-2026 school year.
 - 5.2.5. Consider, discuss and take all necessary action on renewing our wrestling coop (CCO) with Cross County.
 - 5.2.6. Consider, discuss, and take all necessary action to review and approve classified staff wages for the 2025-2026 school year.
 - 5.2.7. Consider, discuss, and take all necessary action to accept the contract of Tori Homolka as an Elementary Teacher for the 2025-2026 school year.
6. Next Meeting Dates and Times
 - 6.1. Regular meeting April 14, 2025, 6:00 PM at the Osceola Middle/High School Media Center.
7. Adjournment

AD REPORT (3-12-25)

Basketball

The girls team finished their season 11-12 with sub district loss to High Plains. Bella Recker set the school record for Rebounds in a Season with 293 rebounds. The previous record holder was Cindy Hays with 274 rebounds. Emersyn Prosocki set the school record for Career Three Pointers Made with 66 and counting. The previous record holder was Stephanie Gade with 65 career three pointers. Emersyn also tied the school record for Three Pointers in a Game. She tied Ginni Johansen with 6 three pointers in a game. The Lady Dawgs had two seniors this year, Janna and Melinn Roberts. Thank you for all your dedication and hard work to the Lady Dawgs.

The boys team finished their season with a 14-12 record after a sub district loss to McCool Junction. Kelby Neujahr set the Career Steals Record with 88. The previous record holder was Isaiah Zelasney with 81. Kelby also set the record for Assist in a Season with 116. The previous record holder was Ben Peterson with 112 assists. Lastly, Kelby set the school record for Free Throw Percentage in a Season with 79%. Grant Willits was the previous record holder with 77%. The boys basketball team had 4 seniors; Kelby Neujahr, Boston Hinkle, Cash Valish, and Braxton Mestl. Thank you for all your dedication and hard work to the boys basketball program!

Junior High Wrestling

The JH wrestling team has one more wrestling meet this Thursday in Palmyra. Next year, their season will be in November and December.

Speech

The speech team hosted Speech Magic this past Friday Evening and had around 75 guests in attendance. They travel to Raymond Central for districts this upcoming Monday. Good Luck!

Dazzlers

The Dazzlers competed in four events at State Cheer and Dance in Grand Island. They finished 6th in Hip Hop, 3rd in Pom, 4th in Game Day and were state champions in Class C2/D Tumbling. Congrats on a great season! They had a parent meeting on Monday (3/10) and started tryouts yesterday (3/11). Actual tryouts for the 2025/2026 season will be on Monday March 24th.

Track

Track practice started last week and they have 38 athletes out. (20 girls and 18 boys) Their first meet is next Friday (3/21) at Concordia's Indoor meet.

Baseball

We have three baseball players going over to Genoa for baseball practice which started last week. Their first competition is also on Friday in Genoa at 3 and 7 pm.

JH Track

There are 24 athletes (15 boys and 9 girls) out for JH track this season. Practice will start Tuesday, March 18th. Their first meet is April 1st at Cross County.

Hirings

We have hired Brea Goodenkauf to be the new volleyball coach. Amanda Hinkle will be her assistant and Mallory Zelasney will coach the JH program.

We also hired Tori Homolka to be our new girls basketball coach. We are still working on hiring a JH girls basketball coach.

Jeffrey Elementary

March 12, 2025

Brett Webster

- State testing window opens March 24th.
- ELPA21 Summative Testing finished on Tuesday.
- MAPs testing will start the first week of May.
- Girls on the Run has started. 9 girls are currently signed up.
- April 11th K round up – 9AM parents report to lunchroom students to Kindergarten. No Kindergarten that day.
- April 11th Preschool registration – this will be for those entering the 3-year-old program only. 1 – 2 PM.
- Parent Teacher Conference will finish up tonight.
- Read-A-Thon is wrapping up this week.

Board Report - Monthly
GENERAL FUND
Posted - During Check Cycle; Processing Month 03/2025

Check #	Vendor Name	Description	Amount
35969	City Of Osceola	Water/Sewer/Compactor	2,051.08
35970	Control Services, Inc.	Service Contract / Pump Repairs	8,932.34
35971	Dietze Music House	Supplies	307.80
35972	Eakes	Supplies	1,934.34
35973	Engel, Ronnie	Computer Parts Reimb.	1,398.17
35999	Engel, Ronnie	Computer Parts Reimb.	307.12
36001	Engel, Ronnie	Computer Parts Reimb.	505.01
35974	Essential Screens	Background Checks	182.31
35975	ESU #7	Supplies	943.08
35976	ESU #7	SPED Services	17,319.71
35977	Follet Content Solutions, LLC	Library Books	178.35
35978	Frontier Cooperative Company	Fuel	2,553.59
35979	GO Physical Therapy, LLC	OT/PT Services	3,076.44
35980	Hometown Leasing	Copier Lease	413.97
35981	Jackson Services, Inc.	Rug Service	384.71
35982	JB & R's Tree Service	Snow Removal	1,425.00
35983	Johnson Controls Fire Protection	Fire System Contract	87.02
35984	Klein's Blue River Power and Rental	Supplies	185.22
35985	KSB School Law	Legal Services	58.00
35986	Matheson Tri-Gas, Inc.	Supplies	151.07
35987	One Less Thing	Supplies	30.00
36002	Osceola Food Mart	Supplies	136.31
35989	Osceola Public Schools	Preschool Milk	91.85
35990	Osceola Tire and Service, LLC	Repairs/Supplies/Parts	163.25
36000	Osceola Tire and Service, LLC	Repairs/Supplies/Parts	1,518.69
35991	Pinnacle Bank	Supplies	1,021.35
35992	Pinnacle Bank	Supplies	389.68
35993	Pinnacle Bank	Supplies	79.71
35994	Polk County Health Department	Nursing Fees	1,575.50
35995	Polk County Rppd	Electricity	19,112.59
35996	Quadient Finance USA, Inc.	Postage	750.50
35997	Rally Auto Parts	Parts	217.78
35998	Sparrow Publications, LLC	Printing	120.00
Checking Account Total:			67,601.54

Checking 1

698	Estech Systems, Inc.	Phone Services	94.10
696	Farm Bureau Financial Services	Term Life Insurance	13.81
697	MG Trust Company	TSA Payable	685.00
695	Optum	Flex Plan Funding	350.73
694	PLIC-SBD Grand Island	LTD Insurance	1,144.21
Checking Account Total:			2,287.85

Checking 4

2316	Optum	Flex Plan Funding	150.00
2317	Osceola Food Mart	Supplies	126.06
Checking Account Total:			276.06

Total Checks & Prepaids:	70,165.45
Total Payroll:	324,513.48
Grand Total:	394,678.93



SERVICE AGREEMENT

Beginning Date: 4/1/2025 End Date: 3/30/2026 Customer Number: 7274293-1
 Bill To: Jeffrey Elementary Customer Site: Jeffrey Elementary
341 South Kimmel Street 341 South Kimmel Street
Osceola, NE 68651 Osceola, NE 68651

GARRATT-CALLAHAN COMPANY agrees to provide a water treatment chemical program and service from the effective date as described in the following program summary.

For this program, CLIENT agrees to pay to GARRATT-CALLAHAN COMPANY the starting sum of:
Three thousand one hundred and twenty DOLLARS \$ 3,120.00

Payable in 4 MONTHLY, QUARTERLY, ANNUAL (Check One) installment(s) of:
Seven hundred eighty DOLLARS \$ 770.00

Such invoices are to be paid by CLIENT monthly/ quarterly/ annually. Only monthly/ quarterly/ annual invoices will be submitted to the customer.

GARRATT-CALLAHAN COMPANY has the ability to request a price increase for agreements annually based on current inflationary trends, increased cost of raw materials, shipping, manufacturing, labor, etc. not to exceed % of the current price. Requests will be submitted approximately 11 months into the agreement of each year and will go into effect on the first invoice of the next renewal. Example: Terms of agreement are January - December. In November a notice will be sent about price increase and the new price will be effective January of the following year.
 Initial: JL Date: 3/7/2025

In the event that the contract is terminated prematurely, the client will pay any balance that exists as a result of more product having been shipped than has been accounted for with regular monthly invoicing.
 Initial: JL Date: 3/7/2025

For those agreements including equipment, GARRATT-CALLAHAN COMPANY will keep track of the equipment pay-off balance. Should the client terminate the agreement prior to the equipment being paid off, GARRATT-CALLAHAN COMPANY will invoice the client the remaining balance of said equipment. If equipment is included, the agreement is not to exceed 12 months.
 Initial: JL Date: 3/7/2025

State and local taxes are not included in the dollar amount shown and will be added to each invoice unless a tax exemption certificate is submitted to GARRATT-CALLAHAN COMPANY.
 Initial: JL Date: 3/7/2025

Invoices for materials used in conducting the program will be maintained internally by GARRATT-CALLAHAN COMPANY.

GARRATT-CALLAHAN COMPANY will make periodic calls to your facility, during which time we will perform all pertinent analyses for you applicable systems and make recommendations for all necessary parameters in order to make your treatment operation successful. Copies of our reports will be sent to responsible personnel as required.

The contract figure is based upon maintaining all limits according to our specifications and recommendations, and also upon normal load conditions and operations. Any change in the criteria, including expansions, additions, product costs, etc., will require renegotiation of terms.



GARRATT-CALLAHAN COMPANY will be responsible only for reasonable diligence and care in providing its program under the agreement. GARRATT-CALLAHAN COMPANY will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control.

Either party may terminate this agreement when just cause has been identified and delivered in writing, and if the deficient party has not taken corrective action within 90 days of the written notification. Upon termination the remaining chemical inventory (unopened container and within shelf life) and equipment shall be returned to G-C.

By signing, you are indicating that you have read and agreed to our Terms and Conditions of Sale, PO3410.

CLIENT: Osceola Public Schools

GARRATT-CALLAHAN COMPANY

BY: Jason Lavaley
(PRINTED NAME)

BY: Mark Meadows
(PRINTED NAME)

Dr. Jason Lavaley 3/7/2025
(SIGNATURE/DATE)

Mark Meadows Digitally signed by Mark Meadows
Date: 2024.03.06 15:33:39 -06'00' 3/6/2025
(SIGNATURE/DATE)

TITLE: Superintendent

TITLE: Territory Manager



Terms and Conditions of Sale

Approval and Acceptance

All orders are subject to approval and acceptance at the Seller's office in Burlingame, California. The quoted prices are subject to acceptance within thirty (30) days of this quotation date, and may change without notice after that time. Orders received within the thirty (30) days period will be invoiced at the quoted figure provided delivery is accepted within six (6) months of G-C's receipt of the order.

Prices and Freight Charges

Unless specifically quoted otherwise, all Garratt-Callahan (G-C) prices are f.o.b. destination, freight prepaid to any point in the Continental United States serviced by commercial truck lines. Alaska, Hawaii and all other destinations outside the continental U.S. will incur additional freight charges.

Note: The following exception applies:

A freight charge of \$100.00 will be added to shipments of chemicals less than or equal to 100 pounds gross weight. This charge does not apply to equipment, test kits or reagents.

As G-C prices include freight (except as noted above) you are not billed freight by the freight line.* In comparing G-C chemical formulation prices with those of companies that ship collect, add in a freight cost to their prices.

*When the customer requires delivery by a Garratt-Callahan truck or special services such as ChemFeed delivery, chemical transfer into another container, lift gate or stake trucks, weekend or holiday delivery, air freight, rush orders, delivery within a building, gather and ship, etc., the charges will be added to the invoice. Where ChemFeed is available for a specific product the service includes chemical transfer into another container and removal of transferred empty drums. (Excluding 5 gal pails).

Note: Lift gates will not be used to off-load totes (IBCs) due to the inherent danger of doing so.

International Orders

Buyer must pay the costs and freight charge to import the goods. Freight terms are EX-Works unless approved otherwise by the Burlingame Corporate Office.

Prices and Freight Charges – Maritime Sales

Maritime Sales are F.O.B Port within continental U.S.A. Selling prices are evaluated quarterly in order to determine whether a price change is warranted.

Applicable Taxes

Quoted prices do not include any applicable taxes or other charges levied by the government of the United States, any State, County, or local government body. Such levies, or charges, are to be paid by the Buyer.



Invoice Payment Terms

Terms are net thirty (30) days from the date of the sellers invoice and prices do not include any applicable sales taxes. Customers with unpaid invoices after ninety (90) days will be subject to being placed on credit hold status until payment verification is made. Orders pending may be released at the discretion of the local Garratt-Callahan office or the Accounting Department Manager.

Warranty and Return

Manufactured materials sold are warranted to be free of defects in composition and workmanship. All other warranties, whether expressed or implied, are excluded unless such warranties are expressed in writing and signed by an officer of the G-C Company. Upon inspection and instructions by the Buyer, defective materials may be returned to the Seller. If found to be defective such goods will be replaced or repaired by the Seller. The Seller shall not be liable for breach of warranty for any loss or damage arising from the use of such materials, either direct, indirect, consequential and or punitive damages. The exclusive remedy against the Seller for breach of warranty shall be that of replacement of defective materials.

Any chemical product provided to the customer becomes the property of the customer once the delivered chemical container, is opened, or if a stored chemical exceeds its' expiration date. Chemical containers received at customer location, remove opened, if a stored chemical exceeds its expiration date or used in the management of the customers' water treatment system become the property of the customer. In addition, spill residue or spill cleanup materials of chemicals accidentally or inadvertently released at the customer's facility become the responsibility of the customer. Unopened chemicals within their expiration date may be returned to Garratt-Callahan upon approval, however, shipping will be the responsibility of the customer and there will be a restocking charge.

Note: For return of merchandise ordered in error, or that is not wanted for any reason, there will be a 20% restocking charge for full resalable drums of chemicals and/or resalable equipment items if prepaid to G-C plant; a 25% restocking charge if not prepaid.

Delivery and Losses

G-C will make every effort to provide the quoted materials and services promptly and on a schedule required by the Buyer and/or estimated by G-C. The Seller shall not be liable for losses, either direct, indirect, consequential or punitive damages, caused by delays in delivery resulting from labor disputes, shortage of raw materials, fire, flood, riot, insurrection, and acts of God, or any other cause beyond the control of the Seller.

Right to Cure

Buyer shall give G-C written notice specifying any performance deficiencies and allow G-C a meaningful opportunity of no less than ninety (90) days to correct prior to taking actions adverse to G-C.



Insurance

G-C shall be relieved of its obligations with respect to its warranties, performance goals, cost saving or usage goals or any other commitments, in addition to any other remedies it may have, in the event of Buyer's failure: (a) to operate the systems treated with G-C's Goods and all related equipment and processes ("Systems") within control parameters or, if none, within industry customary operating conditions; (b) to maintain the Systems in good operating order and repair; (c) to follow G-C's recommendations or to fulfill its responsibilities for System operation; (d) to communicate to G-C hidden or not obvious system, process, or equipment conditions affecting G-C's Goods or (e) to provide complete and accurate System data. In the event G-C fails to comply with any of Buyer's insurance requirements, whether imposed by contract or otherwise, Buyer's sole remedy shall be termination of purchases from G-C.

Exceptions

All orders are accepted solely on the basis of the above terms and conditions, regardless of contrary conditions set up in Buyer's purchase order, unless exceptions are clearly stated in writing and signed by an officer of Garratt-Callahan Company.

Indemnification

Each Party, by the execution and delivery of this Agreement, expressly indemnifies the other Party with respect to any and all liabilities, costs, including reasonable attorneys' fees, losses, claims, demands or judgments arising from or as a consequence of the actions, inactions or other activities of the indemnifying Party performed, or which the indemnifying Party has failed to perform, under or pursuant to this Agreement. The indemnifying Party, at the sole cost and expense of that indemnifying Party, will assume and will thereafter defend, utilizing legal counsel and other consultants who are specifically approved, in advance, by the Party being indemnified (such approval not to be unreasonably withheld), any lawsuits or other litigation which is instituted or filed against the indemnified Party, or where the indemnified Party is subsequently impleaded or joined, by reason of such actions, inactions or other activities by or on the part of the indemnifying Party.

Assignment

This agreement cannot be assigned by either party without the prior written consent of the other, except to a parent or subsidiary or a subsidiary of its parent, or to a successor by merger, consolidation or purchase of substantially all the assets of at least that portion of the assigning party's business related specifically to this agreement.

Equal Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.



U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, Garratt-Callahan certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within the United States of America, during the term of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below.

CUSTOMER

DATE

Mark Meadows Digitally signed by Mark Meadows
Date: 2024.03.06 15:33:18 -06'00'

GARRATT-CALLAHAN COMPANY

3/6/2024

DATE

AGREEMENT

CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

THIS AGREEMENT, made and entered into this **5th** day of **March** by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called "Servicing Agency" and Osceola Public Schools hereinafter called "District."

WITNESSETH:WITSSETH:

1. That the Serving Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district's budget preparation.
2. That the Serving Agency does hereby agree it will furnish to the District the following described special education services as follows:
3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).
4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child's progress.
5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.
6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of **25-26** commencing no earlier than August **1, 2025** and ending no later than July 31, **2026** .
7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.
8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.
9. In the event that school district's programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense, reallocating staff, and other resources within the bounds of the law and as the ESU 7 may

in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

10. If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services, without notice, to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service. The District hereby expressly agrees, acknowledges and affirms that its refusal to pay for services rendered will result in the Servicing Agency refusal to render services in the future and that, by refusing to pay, the District does not and will not expect the Servicing Agency to provide services of any kind to the District until payment has been made in full.

11. The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency. If the District refuses to make payment within sixty(60) days upon its receipt of billing, the outstanding amounts owed shall accrue in interest of the 1.25% per month or the maximum permitted by law, whichever is less, plus the expenses of collection.

12. It is understood and agreed, that in the event of any reason this contract does not comply with the State's requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

13. It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by **March 31, 2025**. The Servicing Agency's Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

Signatures:

District Board Representative

Date

ESU 7 Servicing Agency Representative

Date

ESU 7 SPED Director

Date

TEACHER'S CONTRACT

For Class II, III, & VI Schools and Class I Schools with a Superintendent

This CONTRACT made by and between the school district of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereafter referred to as "District" and **Tori Homolka**, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: that the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 10, 2025 and end on or about June 30, 2026, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of **\$56,434** and under the following conditions.

VIZ: \$56,434 Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2025-2026 Negotiated agreement.

Educational Placement: **MA+18** Experience **4** Salary Step **4** Index Placement **1,390**

FIRST: The salary of the teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September 2025, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full-time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be canceled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immaturity, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part of all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's services are performed prior to the date of resignation of this certificate.

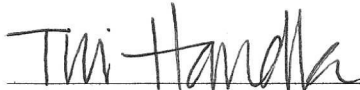
NINETH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "renewal Agreement: which shall incorporate all of the provision hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by April 15, 2026, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed March 7, 2025



Teacher

Executed: May 12, 2025
School District of Osceola Public Schools No. 19
County of Polk

Attest:

By: _____
President, Board of Education

Secretary, Board of Education